

Snell & Wilmer

LLP
LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5100

Daniel S. Rodman
Nevada Bar No. 8239
Morgan T. Petrelli
Nevada Bar No. 13221
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5200
Facsimile: (702) 784-5252
Email: drodman@swlaw.com
Email: mpetrelli@swlaw.com

*Attorneys for Defendant
Toyota Motor Sales, U.S.A. Inc.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CAROL SIMON, an individual,

Plaintiff,

vs.

TOYOTA MOTOR SALES, U.S.A., INC., a
California Corporation; TOYOTA MOTOR
NORTH AMERICA, INC., a California
Corporation; TOYOTA MOTOR
ENGINEERING & MANUFACTURING
NORTH AMERICA, INC., a KENTUCKY
Corporation; DOES I through X; ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: 2:14-CV-00868-APG-CWH

STIPULATED PROTECTIVE ORDER

In order to preserve and maintain the confidentiality of certain confidential, commercially sensitive and proprietary technical documents to be produced by Toyota Motor Sales, U.S.A., Inc. ("TMS") in this action,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Documents to be produced by TMS or Plaintiff in this litigation which contain confidential information shall hereafter be referred to as "Protected Documents." Any document or any information designated as "Subject to Protective Order," or other similar language in accordance with the provisions of this Stipulated Protective Order ("Order"), shall only be used, shown or disclosed as provided in this Order.

2. As used in this Order, the term "documents" means all written material, videotapes

1 8. Before receiving access to any of the Protected Documents or the information
2 contained therein, each person described in Paragraphs 6(b) and (c) above shall be advised of the
3 terms of this Order. Each person described in Paragraph 6(c) shall be given a copy of this
4 Protective Order, and shall agree in writing, in the form attached hereto as "Exhibit A," to be
5 bound by its terms and to submit to the jurisdiction of this Court. Counsel of Record shall retain
6 each such executed "Exhibit A" and shall keep a list identifying: (a) all persons described in
7 paragraphs 6(b) and (c) above to whom Protected Documents have been disclosed; and, (b) all
8 Protected Documents disclosed to such persons. Upon TMS' request and a good faith basis, such
9 as a reasonable belief that the terms and provisions of this Order have been or are in jeopardy of
10 being violated, Counsel of Record shall provide within three (3) business days, a copy of such
11 list, together with copies of the written agreements executed by persons described in
12 subparagraph 6(b) and 6 (c) above.

13 9. As the Protected Documents may only be distributed to "Qualified Persons,"
14 Plaintiff's Counsel, Defendant's Counsel, and all persons described in paragraph 6 above may not
15 post Protected Documents on any website or Internet accessible document repository.

16 10. Prior to filing any documents with the Court that contain any portion of any
17 Protected Document or information taken from any Protected Document, that party must file a
18 motion for an order sealing the documents consistent with the Ninth Circuit opinions of
19 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006) and *Pintos v.*
20 *Pacific Creditors Association*, 605 F.3d 665, 678 (9th Cir. 2010) and consistent with Local Rule
21 10-5(b). A copy of the motion to seal must be served on all parties who have appeared in the
22 case. When filing the motion, the filing party will cite to the Court the grounds for filing any
23 Protected Document under seal. The parties agree that any motion will be narrow in scope to
24 ensure that the only information withheld from public inspection is information expressly
25 authorized by law. Whenever possible, disputes regarding confidentiality designations should be
26 resolved before any Protected Document or any document containing or referencing it is filed
27 with the Court. For any item of any Protected Document which a designation dispute has not
28 been resolved, that item and any document containing or referencing it will be filed under seal (at

1 least provisionally).

2 11. Any attorney wishing to file or submit to the Court any Protected Document, or
3 any affidavits, memoranda, exhibits or other papers containing or making reference to Protected
4 Document, then such attorney shall first consider whether redacting portions of such materials
5 that contain or refer to confidential information is practical and will protect the Protected
6 Document while leaving other non-confidential information meaningful, as required by *Foltz v.*
7 *State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122 (9th Cir. 2003). If so, redacted versions of such
8 materials shall be filed with the Court according to the standard filing procedures.

9 12. Any court reporter or transcriber who reports or transcribes testimony in this
10 action shall agree that all confidential information designated as such under this Order shall
11 remain "confidential" and shall not be disclosed by them, except pursuant to the terms of this
12 Order, and that any notes or transcriptions of such testimony (and any accompanying exhibits)
13 will be retained by the reporter or delivered to counsel of record.

14 13. To the extent that Protected Documents or information obtained therefrom are
15 used in the taking of depositions and/or used as exhibits at trial, or to the extent that deposition
16 testimony is otherwise marked "confidential," such documents, information and/or testimony
17 shall remain subject to the provisions of this Order, along with the transcript pages of the
18 deposition testimony and/or trial testimony dealing with the Protected Documents, information
19 and/or testimony.

20 14. Inadvertent or unintentional production of documents or information containing
21 information which should have been designated as "confidential" shall not be deemed a waiver in
22 whole or in part of the party's claims of confidentiality.

23 15. This Order may not be waived, modified, abandoned or terminated, in whole or
24 part, except by an instrument in writing signed by the parties. If any provision of this Order shall
25 be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.

26 16. After termination of this litigation, the provisions of this Order shall continue to be
27 binding. This Court retains and shall have jurisdiction over the parties and recipients of the
28 Protected Documents for enforcement of the provisions of this Order following termination of

1 this litigation.

2 17. This Order shall be binding upon the parties hereto, upon their attorneys, and upon
3 the parties' and their attorneys' successors, executors, personal representatives, administrators,
4 heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, independent
5 contractors, or other persons or organizations over which they have control.

6 18. All persons described in paragraph 6 above shall not under any circumstance sell,
7 offer for sale, advertise, publicize, or distribute either the Protected Documents and the
8 confidential information contained therein or the fact that such persons have obtained Protected
9 Documents and confidential information.

10 19. Within forty-five (45) days after the conclusion of this case, counsel for the parties
11 who received Protected Documents shall return to producing counsel the Protected Documents
12 and all copies including any documents which any such party disclosed to any person described in
13 paragraph 6(c) above.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

11423353v1

Snell & Wilmer

LLP
LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5300

1 Dated: January 30th, 2015.

Dated: January 30th, 2015.

2 SNELL & WILMER L.L.P.

MAIER GUTIERREZ AYON

3
4 By: 

By: 

5 Daniel S. Rodman, Esq.
6 Morgan T. Petrelli, Esq.
7 3883 Howard Hughes Pkwy., Ste. 1100
8 Las Vegas, NV 89169

Joseph A. Gutierrez, Esq.
Luis A. Ayon, Esq.
Kathryn L. Butler, Esq.
400 South Seventh Street, Suite 400
Las Vegas, NV 89101

9 Attorneys for Defendant Toyota Motor
10 Sales, U.S.A. Inc.,

Attorneys for Plaintiff


11 **ORDER**

12 IT IS SO ORDERED.

13 DATED: February 2, 2015


U.S. MAGISTRATE JUDGE

14 Prepared and Submitted by:
15 SNELL & WILMER L.L.P.

16 
17 Daniel S. Rodman
18 Nevada Bar No. 8239
19 Morgan Petrelli
20 Nevada Bar No. 13221
21 3883 Howard Hughes Parkway, Suite 1100
22 Las Vegas, NV 89169

23 Attorneys for Defendant
24 Toyota Motor Sales, U.S.A., Inc.

Snell & Wilmer

LLP
LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5200

EXHIBIT A TO STIPULATED PROTECTIVE ORDER

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CAROL SIMON, an individual,
Plaintiff,

Case No.: 2:14-CV-00868-APG-CWH

vs.

STIPULATED PROTECTIVE ORDER

TOYOTA MOTOR SALES, U.S.A., INC., a
California Corporation; TOYOTA MOTOR
NORTH AMERICA, INC., a California
Corporation; TOYOTA MOTOR
ENGINEERING & MANUFACTURING
NORTH AMERICA, INC., a KENTUCKY
Corporation; DOES I through X; ROE
CORPORATIONS I through X, inclusive,
Defendants.

I, _____, acknowledge that I have read and understand
the Stipulated Protective Order ("Order") in this action governing the non-disclosure of those any
Protected Documents. I agree that I will not disclose such Protected Documents to anyone except
as expressly permitted by the Order and only for purposes of this action, and that at the
conclusion of the action I will return all such Protected Documents to the party or attorney from
whom I received it. By acknowledging these obligations under the Order, I understand that I am
submitting myself to the jurisdiction of the United States District Court for the District of Nevada
for the purpose of any issue or dispute arising hereunder and that my willful violation of any term
of the Order could subject me to punishment for contempt of Court.

DATED this _____ day of _____, 2015.

Snell & Wilmer

LLP
LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5300